

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

TAIHAN ELECTRIC USA, LTD.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. H-08-3626
	§	
M/V NORWID, <i>etc.</i> , <i>et al.</i> ,	§	
	§	
Defendants.	§	

**MEMORANDUM AND ORDER**

The plaintiff, Taihan Electric USA, LTD., moved for a default judgment against Aerocosta Global Systems, Inc. This court entered default and ordered the plaintiff to present evidence of its damages. The plaintiff complied. (Docket Entry No. 12). The plaintiff then reached a settlement with the other defendant. This court entered an order of dismissal based on that settlement. (Docket Entry No. 19). That order is vacated; default judgment is entered against Aerocosta Global Systems, Inc., and final judgment is entered by separate order.

The plaintiff has filed affidavits and exhibits in support of its claims for actual damages in the amount of \$71,424.70. The damages arise from the shipment of reels of optical cable purchased by the plaintiff and shipped on the M/V NORWID from Inchon, South Korea to Tampa, Florida during November to December 2007. The reels were sold to the plaintiff on October 16, 2007. The plaintiff tendered the reels to Aerocosta Global Systems, Inc. at Inchon, South Korea, where they were loaded aboard the NORWID for carriage to Tampa. When the vessel arrived in Tampa on December 18, 2007 and the cargo was discharged, an independent surveyor determined that one of the reels had been severely damaged. That reel contained 1,564 feet of cable. The value of the

damaged cable at the CIF price of \$90.425 per foot was \$141,424.70. The difference between this original invoice value and the depreciated sound market value is \$71,424.70.

The plaintiff has also sent defendant notice of the motion for entry of default and default judgment and the basis for the actual damages sought. Further notice to the defendant and further hearings are not necessary. Rule 55(b)(2), Fed. R. Civ. P.

The plaintiff, Taihan Electric USA, LTD, has established its entitlement to default judgment against Aerocosta Global Systems, Inc. in the amount of \$71,424.70, plus prejudgment interest at the rate of 1.53% dating from December 17, 2007 until October 13, 2009, postjudgment interest at the rate of 103,119.50; postjudgment interest at the rate of .39%; and costs of court. Final judgment is entered by separate order.

SIGNED on October 13, 2009, at Houston, Texas.

A handwritten signature in black ink, reading "Lee H. Rosenthal". The signature is fluid and cursive, with a large, sweeping loop at the end of the last name.

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Lee H. Rosenthal  
United States District Judge